

AN ORDINANCE approving the awarding of Reference #1344 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Richard Ness Excavating & Trkg. Co., Inc., Ron Lunz Excavating, Inc. and Jackson Wrecking Co. for the Safe Housing & Building Standards Department.

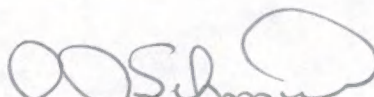
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1344 between the City of Fort Wayne, by and through its Department of Purchasing and Richard Ness Excavating & Trkg. Co., Inc., Ron Lunz Excavating, Inc. and Jackson Wrecking Co. for the Safe Housing & Building Standards Department, respectfully for:

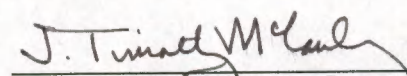
the demolition and lot restoration of seven (7) houses/garages for the Safe Housing & Building Standards Department;

involving a total cost of Fourteen Thousand Eight Hundred Twenty-Seven and no/100 Dollars (\$14,827.00), (Richard Ness Excavating & Trkg. Co., Inc. - \$7067.00; Ron Lunz Excavating, Inc. - \$4365.00; Jackson Wrecking Co.- \$3395.00), all as more particularly set forth in said Reference #1344 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney

BID REFERENCE NO. 1344  
 DEMOLITION/LOT RESTORATION  
 SAFE HOUSING

ADDRESS	MARTIN ENT		RON LUNZ		JACKSON WRECKING		RICHARD NESS	
	DEMO	LOT	DEMO	LOT	DEMO	LOT		
3530 S. BARR	\$2,950.00	\$300.00	\$1,590.00	\$250.00	\$2,200.00	\$300.00	\$2,133.00	\$200.00
437 E. DEWALD	\$6,400.00	\$300.00	\$3,990.00	\$175.00	\$3,095.00	\$300.00	\$4,166.00	\$200.00
2332 GAY	\$3,250.00	\$300.00	\$2,200.00	\$250.00	\$2,895.00	\$300.00	\$2,133.00	\$200.00
1407 HUGH	\$3,300.00	\$300.00	\$2,275.00	\$250.00	\$2,686.00	\$300.00	\$2,330.00	\$200.00
322 KILLEA	\$935.00	\$100.00	\$650.00	\$75.00	N/B	N/B	\$590.00	\$100.00
2016 SEDDLEMAYER	\$5,430.00	\$400.00	\$2,250.00	\$250.00	N/B	N/B	\$1,789.00	\$200.00
720 SUPERIOR	\$2,950.00	\$300.00	\$1,815.00	\$250.00	\$2,395.00	\$300.00	\$1,955.00	\$100.00
TOTAL:	\$25,215.00	\$2,000.00	\$14,770.00	\$1,500.00	\$13,271.00	\$1,500.00	\$15,096.00	\$1,200.00
GRAND TOTAL:	\$27,215.00		\$16,270.00		\$14,771.00		\$16,296.00	



INVITATION TO BID  
DEPARTMENT OF PURCHASING  
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA  
ONE MAIN STREET-ROOM 350  
PHONE 219-427-1101

BID OPENING DATE OCTOBER 6, 1988 @ 11:00 AM BID REFERENCE # 1344

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR DEMOLITION AND LOT RESTORATION  
OF ELEVEN STRUCTURES THROUGHOUT CITY OF FORT WAYNE +/-  
AND REQUESTED BY \_\_\_\_\_

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.  
THIS BID REQUIRES A X 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: \_\_\_\_\_ %  
IF PAID WITHIN \_\_\_\_\_ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Martin Enterprises Inc.  
STREET ADDRESS 4315 Meyer Road  
CITY Fort Wayne, IN 46806  
BY Tom Martin PHONE 447-5591  
REPRESENTATIVE SIGNATURE



BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)  
(Please type or print)

Date: 10/6/88

1. Governmental Unit: City of Fort Wayne

2. County: Allen

3. Bidder (Firm): Martin Enterprises Inc.

Address: P.O. Box 522

City/State: Fort Wayne, IN 46801

4. Telephone Number: 447-5591

5. Agent of Bidder (If applicable):

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
 ) SS:  
Allen COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Martin Enterprises Inc.  
Bidder (Firm)

Signature of Bidder or Agent

Subscribed and sworn to before me this 6th day of October 1988.

My Commission Expires: 6/14/92

County of Residence: Allen

Signature of Notary Public

Albert J. Ensley, Jr.  
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

~~XX~~ 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.



## SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$ 42,480.00.  
(if unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Liquidated Damages Provision This clause will be applicable to this contract if the box contains a checkmark or an "X", or if required in specifications.

### LIQUIDATED DAMAGES IN TIME OF PERFORMANCE

Actual damages for delays in completion are impossible to determine. Accordingly and as part of the consideration to enter into this transaction, the contractor agrees to be liable for also to pay to the City of Fort Wayne the sum of \$ \_\_\_\_\_ a day as liquidated damages for each calendar day of delay past the stipulated date of completion as shown on the Request for Quotation, Contract or Purchase Order; Whichever may apply. This payment shall not limit the City's right to collect other damages.

Any claim for an extension of the date of completion shall be based on a written notice/request delivered to the owner within 5 days of the occurrence of the event giving rise/to the claim.

Time of completion may only be altered by written approval from the owner.

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate



**SPECIFICATIONS:**

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 5 days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

BID REFERENCE #1344

DEMOLITION AND LOT RESTORATION

SAFE HOUSING

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<u>LOCATION</u>			<u>DEMOLITION</u>	<u>LOT RESTORATION</u>
1.	3530 S. BARR	HOUSE	\$ <u>2,950.00</u>	\$ <u>300.00</u>
2.	437 E. DEWALD	HOUSE	\$ <u>6,400.00</u>	\$ <u>300.00</u>
3.	927 W. DEWALD	HOUSE & GARAGE	\$ <u>4,300.00</u>	\$ <u>300.00</u>
4.	2107 GAY STREET	HOUSE	\$ <u>2,820.00</u>	\$ <u>300.00</u>
5.	2332 GAY STREET	HOUSE & GARAGE	\$ <u>3,250.00</u>	\$ <u>300.00</u>
6.	1407 HUGH STREET	HOUSE	\$ <u>3,300.00</u>	\$ <u>300.00</u>
7.	322 KILLEA	GARAGE	\$ <u>935.00</u>	\$ <u>100.00</u>
8.	3314 S. LAFAYETTE ST	HOUSE & GARAGE	\$ <u>2,975.00</u>	\$ <u>300.00</u>
9.	523 E. LEITH STREET	HOUSE	\$ <u>3,970.00</u>	\$ <u>300.00</u>
10.	2016 SEDDLEMAYER AVE	HOUSE & ACCESSORY BLDG.	\$ <u>5,430.00</u>	\$ <u>400.00</u>
11.	720 SUPERIOR STREET	HOUSE	\$ <u>2,950.00</u>	\$ <u>300.00</u>
TOTALS			\$ <u>39,280.00</u>	\$ <u>3,200.00</u>



MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. \_\_\_\_\_ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership \_\_\_\_\_%.

For WBE specify percentage of women ownership \_\_\_\_\_%.

- B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm \_\_\_\_\_ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have \_\_\_\_\_% participation (employees) \_\_\_\_\_% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_\_%. (Cross out inapplicable provision.)

- C. \_\_\_\_\_ The undersigned commits \_\_\_\_\_% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	seeding will be contracted to MBE if schedule permits		
2.			
3.			

- D. \_\_\_\_\_ The undersigned commits \_\_\_\_\_% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.			
2.			
3.			

E. Complete (1.) and (2.) below if participation goals of 7½ MBE and 2½ WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: \_\_\_\_\_

\_\_\_\_\_ All work to be done by in-house personnel \_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals: \_\_\_\_\_

\_\_\_\_\_ MBE's and WBEs used on larger projects. \_\_\_\_\_

\_\_\_\_\_ Difficult to schedule MBEs and WBEs on projects of short duration. \_\_\_\_\_

(Attach additional sheets as necessary.)

Contractor: Martin Enterprises Inc.

By: *Jim Martin*

Its: President

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females, so that minorities and females will work at least 20% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets, if necessary.)

CONTRACTOR: Martin Enterprises Inc.

By: Tim Martin

Its: President

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Martin Enterprises Inc.  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of \_\_\_\_\_  
Martin Enterprises Inc., that \_\_\_\_\_ it  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 6th day of October, 1988.

Martin Enterprises Inc.  
(Name of Bidder/Vendor)

Tim Martin President  
(Name and Title of Person Signing)



# CITY OF FORT WAYNE AFFIRMATIVE ACTION PROGRAM

Name of Company Martin Enterprises Inc.  
 Address P.O. Box 522 City Fort Wayne, IN  
 Zip 46801 Phone 447-5591

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Tim Martin President  
 PLEASE PRINT Title  
 Date 10/6/88 Signature Tim Martin

1. Does your firm have a written Affirmative Action Program? ☒ Yes ☐ No  
 A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.  
 B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? ☒ Yes ☐ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? ☒ Yes ☐ No  
 3. Current number of employees 123  
 Number of employees as of October 1987            January 1988            April 1988             
 and July 1988

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
Office		
Maintenance		
Construction		
Drivers		

EMPLOYEES BY RACE/ETHNICITY/SEX								
W		BLX		H		OTHER		(DESIGNATE)
M	F	M	F	M	F	M	F	
5	1							
10		1						
62		6		7				
30				1				

Handicapped: ☐ Yes ☐ No

List Number 123

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan Native API - Asian or Pacific Islanders F - Females

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) \_\_\_\_\_  
 Lack of qualified minority applicants \_\_\_\_\_  
 \_\_\_\_\_
6. List minority recruitment sources: \_\_\_\_\_  
 Indiana State Employment Service \_\_\_\_\_  
 Allen County Work Release Program \_\_\_\_\_  
 Jobworks \_\_\_\_\_
7. Does your company anticipate an increase in employment this year? \_\_\_\_\_ Yes ☒ No  
 Approximately how many? \_\_\_\_\_
8. What specific goals can you achieve for the employment of minorities during 1987-88?
- A. Officials and Managers \_\_\_\_\_ %
  - B. Professionals \_\_\_\_\_ %
  - C. Technicians \_\_\_\_\_ %
  - D. Sales Workers \_\_\_\_\_ %
  - E. Office and Clerical \_\_\_\_\_ %
  - F. Skilled Craftsmen \_\_\_\_\_ %
  - G. Other \_\_\_\_\_ %

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of Martin Enterprises Inc. that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy \_\_\_\_\_  
Martin Enterprises Inc. will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The \_\_\_\_\_  
company will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

Martin Enterprises Inc. 10/6/88  
 Name of Company or Firm Date  
Tim Martin  
 Signature of Highest Company Official  
Tim Martin President  
 Name and Title of Signer (Please type or Print)



Kevin White  
(Information Given By)

219-447-5591

Kevin White 10/6/88  
(Person Filling Out This Form And Date)

Address And Telephone Number

[illegible]

## CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

## CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: October 6, 1988

Martin Enterprises Inc.

Name of Bidder

By: *Jim Martin*

Title: President

Official Address: (including zip code)

P.O. Box 522

Fort Wayne, IN 46801



# UNITED STATES FIDELITY AND GUARANTY COMPANY



(A Stock Company)

## BID BOND

BOND NUMBER .....

### KNOW ALL MEN BY THESE PRESENTS:

THAT MARTIN ENTERPRISES, INC.

of Fort Wayne, Indiana

....., as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto.....

City of Fort Wayne, Indiana

as Oblige, in the full and just sum of.....

Five Per Cent (5%) of Maximum Bid----- Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the said Principal is herewith submitting its proposal

Demolition of Eleven Structures

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered October 6, 1988  
(Date)

MARTIN ENTERPRISES, INC. (SEAL)

BY: Tim Murt (SEAL)

YASTE, ZENT & RYE AGENCY, INC.

UNITED STATES FIDELITY AND GUARANTY COMPANY

Attorney-in-fact

# GENERAL POWER OF ATTORNEY

No. 97796

**Know all Men by these Presents:**

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana,  
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~HEREIN~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By W. Bradley Wallace

Vice-President.

(SEAL)

(Signed)

John A. Umberger

Assistant Secretary.

STATE OF MARYLAND,  
BALTIMORE CITY,

ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL)

(Signed)

Margaret M. Hurst

Notary Public.

STATE OF MARYLAND  
BALTIMORE CITY,

Sct.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL)

(Signed)

Sandra E. Banks

Clerk of the Circuit Court for Baltimore City.



COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

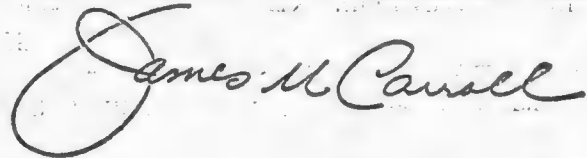
I, James M. Carroll, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on October 6, 1988

(Date)



Assistant Secretary.

INVITATION TO BID  
DEPARTMENT OF PURCHASING  
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA  
ONE MAIN STREET-ROOM 350  
PHONE 219-427-1101

BID OPENING DATE OCTOBER 6, 1988 @ 11:00 AM BID REFERENCE # 1344

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350,  
CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE  
OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE  
BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF  
THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER  
11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR DEMOLITION AND LOT RESTORATION  
OF ELEVEN STRUCTURES THROUGHOUT CITY OF FORT WAYNE +/-  
AND REQUESTED BY \_\_\_\_\_

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUEST-  
ED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.  
THIS BID REQUIRES A X 100% PERFORMANCE BOND OF SUCCESSFUL  
BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: \_\_\_\_\_ %  
IF PAID WITHIN \_\_\_\_\_ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA  
STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFI-  
CATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE  
TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS  
AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE  
BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A  
PERIOD OF NINETY (90) DAYS.

FIRM NAME Ron Lutz Inc  
STREET ADDRESS 3361 Elmwood St  
CITY FT WAYNE  
BY Donald Lutz PHONE 747271  
REPRESENTATIVE SIGNATURE



of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

~~XX~~ 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$ \_\_\_\_\_.  
(if unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Liquidated Damages Provision This clause will be applicable to this contract if the box contains a checkmark or an "X", or if required in specifications.

LIQUIDATED DAMAGES IN TIME OF PERFORMANCE

Actual damages for delays in completion are impossible to determine. Accordingly and as part of the consideration to enter into this transaction, the contractor agrees to be liable for also to pay to the City of Fort Wayne the sum of \$ \_\_\_\_\_ a day as liquidated damages for each calendar day of delay past the stipulated date of completion as shown on the Request for Quotation, Contract or Purchase Order; Whichever may apply. This payment shall not limit the City's right to collect other damages.

Any claim for an extension of the date of completion shall be based on a written notice/request delivered to the owner within 5 days of the occurrence of the event giving rise/to the claim.

Time of completion may only be altered by written approval from the owner.

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate



determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ \_\_\_\_\_ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in the liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or the Government of any state or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

#### OPTIONAL RENEWAL

[ ] By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional period not to exceed one (1) year. However, the agreement to extend must be completed in writing not less than fifteen (15) days prior to expiration date. The contract may be extended only at the same price and under the same conditions governing the original contract.

#### INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be conducted by the persons named below. Only these persons will have the authority to accept or reject the bids. In the event the individual or individuals listed below are no longer employed by the City or are no longer employed in the position stated, the person or persons assuming their positions will be responsible for the acceptance or rejection.

<u>NAME</u>		<u>TITLE</u>
Tom Morgan	(219) 427-1324	Administrator Safe Housing
GLORIA J GOEGLEIN	(219) 427-1101	PURCHASING DIRECTOR

Any questions pertaining to the Bid Package itself, should be directed to:

DOTTIE HANNEMAN (219)427-1101 SUPERVISOR

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within \_\_\_\_\_ days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the



protection of the public. Warning signs shall also be placed. The contractor shall plan daily operations so that exposed basements are filled, if left unguarded, before the end of the work day.

3. The basement walls and all other concrete slabs, footings, sidewalks, steps, etc. shall be removed two (2) feet below finished grade. Material used for backfill shall consist of solids only, wood content shall not exceed five percent (5%) and backfill shall be compacted thoroughly. Basement floors shall be broken for a minimum of twenty percent (20%) of floor area uniformly distributed.

4. All sewer and drain lines shall be cut and plugged by the contractor in accordance with Exhibit C and shall be subject to inspection. It is the contractor's responsibility to schedule necessary inspections with the Water Pollution Control Department.

5. Procedure for disconnections of water service pipes by private contractor:

a. Contractor shall obtain a right-of-way cut permit where applicable from the City Right-of-Way Permit Department, Room 780.

b. Contractor will obtain location of curb stop(s) from Water Maintenance and Service Department to determine location(s) for excavation (requires a minimum of twenty-four (24) hours advance request). The Water Maintenance and Service Department shall send a laborer to locate the curb stop and turn it to the "off" position.

c. Contractor shall excavate at the point of disconnect from the curb stop, and shall cut the service pipe at a point one (1) foot from the curb stop on the side leading to the property. If the service pipe is lead or copper, it shall be thoroughly crimped to prevent water from entering or exiting. If the service pipe is rigid threaded pipe, it shall be unscrewed from the curb stop, and a pipe plug of the proper size shall be firmly installed to prevent leakage.

d. Before backfilling, contractor shall call the Water Maintenance Service Department for inspection to verify that curb stop is "off" and to record disconnection, (minimum of two (2) hour notice for inspection - no inspection will be scheduled the same day if request is received after 2:30 p.m. No inspections made on Saturday, Sunday or Holidays).

e. After inspection and upon acceptance, contractor shall properly backfill excavation and restore surface in

ment.

f. Any damage to the Utility's facilities, due to the contractor's negligence, shall be repaired at the Contractor's expense.

6. Contractor shall call for and receive at least two (2) inspections by the Allen County Building Department. The first inspection shall be made after the basement floor is broken and after the basement walls etc. are removed, as covered in item E-3, herein, and before any backfill is placed.

The second inspection shall be made after the backfill is completed and all debris is removed from site. Backfill is to be graded reasonably high enough above surrounding grade that when the backfilled area settles, it will not pocket water. Final payment shall be withheld until after this inspection has proven the work is completed to specifications

It shall be the contractor's responsibility to call for each of these inspections. Failure to do so shall constitute a violation of specifications and give justification for withholding payment.

7. Contractor shall be liable for any and all damage to curbs, streets, alleys and all other public property caused during demolition and removal of debris from site.

8. Care must be taken to protect existing trees, overhead wiring and property markers. A ten (10) foot safety zone will be maintained between equipment and overhead wiring at all times.

9. Contractor shall submit a letter from the owner of an approved dumping site stating that the dump can legally accept all debris from the demolished buildings.

10. Underground tanks present in areas shall be removed in accordance with the requirements of the City-County Building Department. Cisterns present in the demolition area shall be found, uncovered, and filled by the contractor in accordance with the requirements for basements depending on location.

a. When a structure to be demolished has an areaway under an adjacent sidewalk, street, alley, driveway or other paved thoroughfare, and said areaway is covered by a protective grating or door, that areaway must be filled to a point even with the surrounding surface, with bank gravel, must be compacted the same as basements, as in paragraph E-3, and the protective grating or door must be replaced and securely fastened to prevent casual removal.



an area in a clean manner. No debris is to be left scattered on site. The top 12" shall be backfilled with a soil suitable for support of vegetation.

12. Manhole and catch basin castings and fire hydrants shall be protected and left intact.

13. Fences shall be removed and posts broken off two (2) feet below grade.

14. The Bidder, as a part of his/her bid, shall fill in the blank space in Paragraph "C" stating how soon he/she can begin working. These figures will be taken into consideration at the time of the award of the contract.

15. At no time will structures or materials be burned, or any fires permitted on site.

16. If the contractor who is awarded the contract subcontract for labor, materials and/or machinery, such subcontracts shall be made known to Safe Housing in writing. All work performed by subcontractors shall be the full responsibility of the primary contractor.

17. The Enforcement Manager for Safe Housing shall meet the contractor at the property site before demolition begins. This is to insure that the proper structure(s) designated for demolition are identified.

18. Final approval for payment shall be based on the site review by the Enforcement Manager of Safe Housing, and signature of the Administrator of Safe Housing.

BID REFERENCE #1344

DEMOLITION AND LOT RESTORATION

SAFE HOUSING

<u>LOCATION</u>			<u>DEMOLITION</u>	<u>LOT RESTORATION</u>
1.	3530 S. BARR	HOUSE	\$ <u>1590<sup>00</sup></u>	\$ <u>250<sup>00</sup></u>
2.	1437 E. DEWALD	HOUSE	\$ <u>3970<sup>00</sup></u>	\$ <u>175<sup>00</sup></u>
3.	<del>927 W. DEWALD</del>	<del>HOUSE &amp; GARAGE</del>	\$ <u>—</u>	\$ <u>—</u>
4.	2107 GAY STREET	HOUSE	\$ <u>1575<sup>00</sup></u>	\$ <u>210<sup>00</sup></u>
5.	2332 GAY STREET	HOUSE & GARAGE	\$ <u>2200<sup>00</sup></u>	\$ <u>250<sup>00</sup></u>
6.	1407 HUGH STREET	HOUSE	\$ <u>2275<sup>00</sup></u>	\$ <u>250<sup>00</sup></u>
7.	322 KILLEA	GARAGE	\$ <u>650<sup>00</sup></u>	\$ <u>75<sup>00</sup></u>
8.	3314 S. LAFAYETTE ST	HOUSE & GARAGE	\$ <u>1750<sup>00</sup></u>	\$ <u>250<sup>00</sup></u>
9.	523 E. LEITH STREET	HOUSE	\$ <u>1990<sup>00</sup></u>	\$ <u>250<sup>00</sup></u>
10.	2016 SEDDLEMAYER AVE	HOUSE & ACCESSORY BLDG.	\$ <u>2250<sup>00</sup></u>	\$ <u>250<sup>00</sup></u>
11.	720 SUPERIOR STREET	HOUSE	\$ <u>1815<sup>00</sup></u>	\$ <u>250<sup>00</sup></u>
TOTALS			\$ <u>20,085<sup>00</sup></u>	\$ <u>2210<sup>00</sup></u>



BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)  
(Please type or print)

- Date: \_\_\_\_\_
1. Governmental Unit: \_\_\_\_\_
2. County: \_\_\_\_\_
3. Bidder (Firm): \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_
4. Telephone Number: \_\_\_\_\_
5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers bid(s) to \_\_\_\_\_ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

\_\_\_\_\_  
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
                          ) SS:  
\_\_\_\_\_) COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

\_\_\_\_\_  
Bidder (Firm)

\_\_\_\_\_  
Signature of Bidder or Agent

Subscribed and sworn to before me this 6 day of Oct. 1988.

My Commission Expires: 8-7-91

County of Residence: Allen

\_\_\_\_\_  
Notary Public

Karen S. Perkins  
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unbilled appropriated funds available, the contracting authority of \_\_\_\_\_ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: \_\_\_\_\_

Contracting Authority Members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. \_\_\_\_\_ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).  
For MBE specify percentage of minority ownership \_\_\_\_%.  
For WBE specify percentage of women ownership \_\_\_\_%.

- B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm \_\_\_\_\_ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have \_\_\_\_% participation (employees) \_\_\_\_% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_%. (Cross out inapplicable provision.)

- C. The undersigned commits \_\_\_\_% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

- D. The undersigned commits \_\_\_\_% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____



## ATTACHMENT B

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females, so that minorities and females will work at least \_\_\_\_% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets, if necessary.)

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of \_\_\_\_\_  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of \_\_\_\_\_  
\_\_\_\_\_, that \_\_\_\_\_  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder/Vendor)

\_\_\_\_\_  
(Name and Title of Person Signing)



Name of Company \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
Zip \_\_\_\_\_ Phone \_\_\_\_\_

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

PLEASE PRINT

Title

Date

Signature

1. Does your firm have a written Affirmative Action Program? \_\_\_\_\_ Yes \_\_\_\_\_ No
- A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
- B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? \_\_\_\_\_ Yes \_\_\_\_\_ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? \_\_\_\_\_ Yes \_\_\_\_\_ No
3. Current number of employees \_\_\_\_\_  
Number of employees as of October 1987 \_\_\_\_\_ January 1988 \_\_\_\_\_ April 1988 \_\_\_\_\_  
and July 1988 \_\_\_\_\_

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL

EMPLOYEES BY RACE/ETHNICITY/SEX

W		BLK		H		OTHER		(DESIGNATE)
M	F	M	F	M	F	M	F	

Handicapped: \_\_\_\_\_ Yes \_\_\_\_\_ No

List Number \_\_\_\_\_

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan Native API - Asian or Pacific Islanders F - Females

OVER

**(Information Given By)**

(Person Fill In Out This Form And Date)

[illegible]

# CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

## CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: \_\_\_\_\_, 19 \_\_\_\_

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_

Title: \_\_\_\_\_

Official Address: (including zip code)

\_\_\_\_\_  
\_\_\_\_\_



# AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

## BID OR PROPOSAL BOND

Know all Men by these Presents,

That we, Ron Lunz Excavating, Inc.

of Fort Wayne, Indiana (hereinafter called the Principal),  
as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the  
Surety), as Surety, are held and firmly bound unto The City of Fort Wayne

(hereinafter called the Obligee) in the penal sum of One Thousand One Hundred Fourteen  
Dollars and 15/100 Dollars (\$ 1,114.15) for the payment of which the Principal  
and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents.

SIGNED and SEALED this 6 day of October 19 88.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal  
has submitted or is about to submit a proposal to the Obligee on a contract for  
The removal of 10 buildings.

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Princi-  
pal shall, within such time as may be specified, enter into the contract in writing, and give bond, if  
bond be required, with surety acceptable to the Obligee for the faithful performance of the said con-  
tract, then this obligation shall be void; otherwise to remain in full force and effect.

Shelly Pres.

AMERICAN STATES INSURANCE COMPANY

By

Gimmie T. [Signature]

Attorney-in-Fact

# American States Insurance Company

## INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint \_\_\_\_\_

-----JIMMIE T. IMEL AND SHIRLEY ANN IMEL-----

(Jointly or Severally)

of Fort Wayne and State of Indiana  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and

deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided,

however, that the penal sum of any one such instrument executed hereunder shall

not exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 15th day of April

A. D. 19 81

(SEAL)

ATTEST:

STATE OF INDIANA }  
COUNTY OF MARION } SS:

Assistant Secretary

AMERICAN STATES INSURANCE COMPANY

By

Assistant Vice-President

On this 15th day of April, A. D., 19 81, before me personally came

Alanson T. Abel

being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alanson T. Abel

further said that he is acquainted with Thomas M. Ober and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

February 14, 1984

My Commission Expires

STATE OF INDIANA }  
COUNTY OF MARION } SS:

Notary Public

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 16 day of October

A. D., 19 88

(SEAL)

INVITATION TO BID  
DEPARTMENT OF PURCHASING  
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA  
ONE MAIN STREET-ROOM 350  
PHONE 219-427-1101

BID OPENING DATE OCTOBER 6, 1988 @ 11:00 AM BID REFERENCE # 1344

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR DEMOLITION AND LOT RESTORATION  
OF ELEVEN STRUCTURES THROUGHOUT CITY OF FORT WAYNE +/-  
AND REQUESTED BY \_\_\_\_\_

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.  
THIS BID REQUIRES A X 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: \_\_\_\_\_ %  
IF PAID WITHIN \_\_\_\_\_ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME JACKSON Wrecking Co.  
STREET ADDRESS R4 Box 529  
CITY Rochester Ind 46975  
BY Harvey Jackson PHONE 219-2612  
REPRESENTATIVE SIGNATURE HARVEY JACKSON



of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

~~XX~~ 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ \_\_\_\_\_ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in the liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or the Government of any state or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

#### OPTIONAL RENEWAL

☐ By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional period not to exceed one (1) year. However, the agreement to extend must be completed in writing not less than fifteen (15) days prior to expiration date. The contract may be extended only at the same price and under the same conditions governing the original contract.

#### INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be conducted by the persons named below. Only these persons will have the authority to accept or reject the bids. In the event the individual or individuals listed below are no longer employed by the City or are no longer employed in the position stated, the person or persons assuming their positions will be responsible for the acceptance or rejection.

<u>NAME</u>	<u>TITLE</u>
Tom Morgan (219) 427-1324	Administrator Safe Housing
GLORIA J. GOEGLEIN (219) 427-1101	PURCHASING DIRECTOR

Any questions pertaining to the Bid Package itself, should be directed to:

DOTTIE HANNEMAN (219)427-1101 SUPERVISOR

## SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$ 25,772.12 (if unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Liquidated Damages Provision This clause will be applicable to this contract if the box contains a checkmark or an "X", or if required in specifications.

### LIQUIDATED DAMAGES IN TIME OF PERFORMANCE

Actual damages for delays in completion are impossible to determine. Accordingly and as part of the consideration to enter into this transaction, the contractor agrees to be liable for also to pay to the City of Fort Wayne the sum of \$ \_\_\_\_\_ a day as liquidated damages for each calendar day of delay past the stipulated date of completion as shown on the Request for Quotation, Contract or Purchase Order; Whichever may apply. This payment shall not limit the City's right to collect other damages.

Any claim for an extension of the date of completion shall be based on a written notice/request delivered to the owner within 5 days of the occurrence of the event giving rise/to the claim.

Time of completion may only be altered by written approval from the owner.

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate



- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 4 days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

protection of the public. Warning signs shall also be placed. The contractor shall plan daily operations so that exposed basements are filled, if left unguarded, before the end of the work day.

3. The basement walls and all other concrete slabs, footings, sidewalks, steps, etc. shall be removed two (2) feet below finished grade. Material used for backfill shall consist of solids only, wood content shall not exceed five percent (5%) and backfill shall be compacted thoroughly. Basement floors shall be broken for a minimum of twenty percent (20%) of floor area uniformly distributed.

4. All sewer and drain lines shall be cut and plugged by the contractor in accordance with Exhibit C and shall be subject to inspection. It is the contractor's responsibility to schedule necessary inspections with the Water Pollution Control Department.

5. Procedure for disconnections of water service pipes by private contractor:

a. Contractor shall obtain a right-of-way cut permit where applicable from the City Right-of-Way Permit Department, Room 780.

b. Contractor will obtain location of curb stop(s) from Water Maintenance and Service Department to determine location(s) for excavation (requires a minimum of twenty-four (24) hours advance request). The Water Maintenance and Service Department shall send a laborer to locate the curb stop and turn it to the "off" position.

c. Contractor shall excavate at the point of disconnect from the curb stop, and shall cut the service pipe at a point one (1) foot from the curb stop on the side leading to the property. If the service pipe is lead or copper, it shall be thoroughly crimped to prevent water from entering or exiting. If the service pipe is rigid threaded pipe, it shall be unscrewed from the curb stop, and a pipe plug of the proper size shall be firmly installed to prevent leakage.

d. Before backfilling, contractor shall call the Water Maintenance Service Department for inspection to verify that curb stop is "off" and to record disconnection, (minimum of two (2) hour notice for inspection - no inspection will be scheduled the same day if request is received after 2:30 p.m. No inspections made on Saturday, Sunday or Holidays).

e. After inspection and upon acceptance, contractor shall properly backfill excavation and restore surface in

BID REFERENCE #1344

DEMOLITION AND LOT RESTORATION

SAFE HOUSING

<u>LOCATION</u>			<u>DEMOLITION</u>	<u>LOT RESTORATION</u>
1.	3530 S. BARR	HOUSE	\$ <u>2,300.<sup>00</sup></u>	\$ <u>300.00</u>
2.	437 E. DEWALD	HOUSE	\$ <u>3,095.<sup>00</sup></u>	\$ <u>300.00</u>
3.	927 W. DEWALD	HOUSE & GARAGE	\$ <u>2,699.00</u>	\$ <u>300.00</u>
4.	2107 GAY STREET	HOUSE	\$ <u>1,820.00</u>	\$ <u>200.00</u>
5.	2332 GAY STREET	HOUSE & GARAGE	\$ <u>2,895.<sup>00</sup></u>	\$ <u>300.00</u>
6.	1407 HUGH STREET	HOUSE	\$ <u>2,686.<sup>00</sup></u>	\$ <u>300.00</u>
7.	322 KILLEA	GARAGE	\$ <u>NO BID</u>	\$ <u>          </u>
8.	3314 S. LAFAYETTE ST	HOUSE & GARAGE	\$ <u>2,410.00</u>	\$ <u>300.00</u>
9.	523 E. LEITH STREET	HOUSE	\$ <u>2,982.00</u>	\$ <u>300.00</u>
10.	2016 SEDDLEMAYER AVE	HOUSE & ACCESSORY BLDG.	\$ <u>NO BID</u>	\$ <u>          </u>
11.	720 SUPERIOR STREET	HOUSE	\$ <u>2,395.<sup>00</sup></u>	\$ <u>300.00</u>
TOTALS			\$ <u>23,172.00</u>	\$ <u>2,600.00</u>



BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)  
(Please type or print)

- Date: 10/6/88
1. Governmental Unit: CITY OF FORT WAYNE, IN
2. County: ALLEN
3. Bidder (Firm): HARVEY JACKSON dba JACKSON WRECKING Co.  
Address: RR #4 Box 329 ROCHESTER IN  
City/State: ROCHESTER IN, 46975
4. Telephone Number: 319-542-2612
5. Agent of Bidder (if applicable): A BEVERLY JACKSON

Pursuant to notices given, the undersigned offers bid(s) to Demolition (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Harvey Jackson  
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
			Demolition Restoration Bid Ref 1344		\$ 25,772.00

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
                          ) SS:  
ALLEN COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Harvey Jackson  
JACKSON WRECKING Co  
Bidder (Firm)

Harvey Jackson  
Signature of Bidder or Agent

Subscribed and sworn to before me this 6th day of October 19 88.

My Commission Expires: 1-9-89  
County of Residence: Allen

Angela K. Parnin  
Notary Public

Angela K. Parnin, Notary Public  
Resident of Allen County  
My commission expires January 9, 1989.

Angela K. Parnin  
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of \_\_\_\_\_ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. ✓

The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership 100%.

For WBE specify percentage of women ownership \_\_\_\_%.

B. NA

The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm \_\_\_\_\_ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have \_\_\_\_% participation (employees) \_\_\_\_% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_%. (Cross out inapplicable provision.)

C.

The undersigned commits 10% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	<u>GAINES Const</u>	<u>74. WAYNE</u>	<u>Concrete</u>
2.	<u>BARNES Const</u>	<u>"</u>	<u>Const.</u>
3.	_____	_____	_____

D.

The undersigned commits NA% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

OVER

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females, so that minorities and females will work at least 100% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach additional sheets, if necessary.)

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Jackson Wrecking Company, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Jackson Wrecking Co., that Harvey Jackson does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 6 day of October, 1988.

Harvey Jackson  
(Name of Bidder/Vendor)

HARVEY JACKSON - owner  
(Name and Title of Person Signing)

# AFFIRMATIVE ACTION PROGRAM

Name of Company Jackson Wrecking Co.  
 Address R.R. # 4 Box 529 City Rochester Ind  
 Zip 46975 Phone 219-542-2612

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

HARVEY JACKSON Title OWNER  
 PLEASE PRINT

Date 10/6/88 Signature [Signature]

1. Does your firm have a written Affirmative Action Program? Yes ☒ No ☐  
 A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.  
 B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? Yes ☒ No ☐

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? Yes ☐ No ☐  
 3. Current number of employees 3 Seasonal  
 Number of employees as of October 1987 34 January 1988 2 April 1988 3 and July 1988 3

## 4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
<u>Operator</u>	<u>City Spec</u>	
<u>Laborer</u>	<u>City Spec</u>	

EMPLOYEES BY RACE/ETHNICITY/SEX									
W		BLK		H		OTHER		(DESIGNATE)	
M	F	M	F	M	F	M	F		

Handicapped: Yes ☒ No ☐

List Number                     

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan Native API - Asian or Pacific Islanders F - Females

OVER

protection of the public. Warning signs shall also be placed. The contractor shall plan daily operations so that exposed basements are filled, if left unguarded, before the end of the work day.

3. The basement walls and all other concrete slabs, footings, sidewalks, steps, etc. shall be removed two (2) feet below finished grade. Material used for backfill shall consist of solids only, wood content shall not exceed five percent (5%) and backfill shall be compacted thoroughly. Basement floors shall be broken for a minimum of twenty percent (20%) of floor area uniformly distributed.

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b. Contractor will obtain location of curb stop(s) from Water Maintenance and Service Department to determine location(s) for excavation (requires a minimum of twenty-four (24) hours advance request). The Water Maintenance and Service Department shall send a laborer to locate the curb stop and turn it to the "off" position.

c. Contractor shall excavate at the point of disconnect from the curb stop, and shall cut the service pipe at a point one (1) foot from the curb stop on the side leading to the property. If the service pipe is lead or copper, it shall be thoroughly crimped to prevent water from entering or exiting. If the service pipe is rigid threaded pipe, it shall be unscrewed from the curb stop, and a pipe plug of the proper size shall be firmly installed to prevent leakage.


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e. After inspection and upon acceptance, contractor shall properly backfill excavation and restore surface in



AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

ANCE Harvey Jackson  
(Information Given By)

  
 (Person Fill In Out This Form And Date)

Address And Telephone Number  
219-542-7612

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX												HANDICAPPED EMPLOYEES								TOTAL EMPLOYEES
	W				BLK		H		Other				W		BLK		H		Other		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	(Designate)	(Designate)	
1.OFFICAL & ADMINISTRATORS			/	/																	
2.PROFESSIONALS			/	#																	
3.TECHNICIANS																					
4.OPERATIVES			/																		
5.LABORER			/																		
6.OFFICE AND CLERICAL																					
7.SKILLED CRAFT WORKERS																					
8.SERVICE-MAINTENANCE WORKERS																					
9.SALES WORKERS																					
TOTALS																					
PERCENTAGES																					

# CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

## CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: 10/8, 19 88

HARVEY JACKSON  
Name of Bidder

By: [Signature]  
Title: OWNER

Official Address: (including zip code)

RD Box 529  
ROCHESTER IN 0-46971

# PROPOSAL AND BID SURETY FORM

Page 1 of 2

REFERENCE #1344  
BID DATE: 10/6/88

## PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

## BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of ---FIVE PERCENT (5%) OF THE AMOUNT

OF THE ACCOMPANYING BID---

\_\_\_\_\_ Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

## BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. \_\_\_\_\_ in the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars  
of \_\_\_\_\_ Bank

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.  
Note: If Check is used as Bid Surety—Attach here.

## SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Beverly Jackson

BIDDER  
AND  
PRINCIPAL

OTHER PARTIES INTERESTED IN  
THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

JACKSON WRECKING COMPANY

Name of Bidder—Print or Type

By Harry Jackson

Signature of Person Authorized to Sign

Title owner

R. R. #4, Box 529

Street Name and Number

Rochester, IN. 46975

City, State and Zip Code

10/6/88

Date

SEE COVER LETTER

THE OHIO CASUALTY INSURANCE COMPANY

Name of Company — Print or Type

Incorporated OHIO  
In the State of:

Address 6515 E. 82nd St., P. O. Box 50011  
Indianapolis, IN. 46250

By Mabel E. Lee  
Mabel E. Lee, Sign on this Line Attorney-in-Fact

Witnessed by:

Gloria F. Schaeckel

SURETY



**CERTIFIED COPY OF POWER OF ATTORNEY**  
**THE OHIO CASUALTY INSURANCE COMPANY**

HOME OFFICE, HAMILTON, OHIO

No. 21-293

**Known All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company does hereby nominate, constitute and appoint:

James W. Funk, Jr. or Mabel E. Lee - - - - - of Indianapolis, Indiana - - - - -  
its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance  
ONE MILLION - - - - - (\$ 1,000,000.00 - ) Dollars,  
excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.



In WITNESS WHEREOF, the undersigned, officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 14th day of January 19 85.

*Richard T. Hoffman*  
Asst. Secretary

STATE OF OHIO, } SS.  
COUNTY OF BUTLER }

On this 14th day of January A. D. 19 85 before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

*Dorothy Bibbee*  
Notary Public in and for County of Butler, State of Ohio  
My Commission expires December 24, 1989

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

**"ARTICLE VI"**

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

**CERTIFICATE**

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand ! the seal of the Company this 6th day of Oct A.D. 19 88



*James W. Funk, Jr.*  
Assistant Secretary

INVITATION TO BID  
DEPARTMENT OF PURCHASING  
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA  
ONE MAIN STREET-ROOM 350  
PHONE 219-427-1101

BID OPENING DATE OCTOBER 6, 1988 @ 11:00 AM BID REFERENCE # 1344

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350,  
CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE  
OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE  
BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF  
THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER  
11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR DEMOLITION AND LOT RESTORATION  
OF ELEVEN STRUCTURES THROUGHOUT CITY OF FORT WAYNE +/-  
AND REQUESTED BY \_\_\_\_\_

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUEST-  
ED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.  
THIS BID REQUIRES A X 100% PERFORMANCE BOND OF SUCESSFUL  
BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: None %  
IF PAID WITHIN - X - DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA  
STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFI-  
CATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE  
TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS  
AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE  
BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A  
PERIOD OF NINETY (90) DAYS.

FIRM NAME Richard Ness Excav. & Trkg. Co., Inc  
STREET ADDRESS 41 Hitzfield St.  
CITY Huntington, IN 46784  
BY Richard Ness PHONE 672-3866  
REPRESENTATIVE SIGNATURE

# BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)  
(Please type or print)

Date: October 6, 1988

1. Governmental Unit: City of Fort Wayne-Dept. of Purchasing

2. County: Allen

3. Bidder (Firm): Richard Ness Excav. & Trkg. Co., Inc.

Address: #1 Hitzfield St.

City/State: Huntington, IN 46750

4. Telephone Number: 672-8336

5. Agent of Bidder (If applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Richard Ness  
Signature of Bidder or Agent President

## BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
                              ) SS:  
Huntington COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Richard Ness Excav. & Trkg. Co., Inc.  
Bidder (Firm)  
Richard Ness  
Signature of Bidder or Agent President

Subscribed and sworn to before me this 6th day of October 19 88.

My Commission Expires: Dec. 5, 1990

County of Residence: Huntington

Keith L. Steele  
Notary Public

Keith L. Steele  
Notary Public Printed Name

## ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of \_\_\_\_\_ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



BID REFERENCE #1344

DEMOLITION AND LOT RESTORATION

SAFE HOUSING

---

<u>LOCATION</u>			<u>DEMOLITION</u>	<u>LOT RESTORATION</u>
1.	3530 S. BARR	HOUSE	\$ <u>2,133.00</u>	\$ <u>200.00</u>
2.	437 E. DEWALD	HOUSE	\$ <u>4,166.00</u>	\$ <u>200.00</u>
3.	927 W. DEWALD	HOUSE & GARAGE	\$ <u>2,666.00</u>	\$ <u>200.00</u>
4.	2107 GAY STREET	HOUSE	\$ <u>1,333.00</u>	\$ <u>200.00</u>
5.	2332 GAY STREET	HOUSE & GARAGE	\$ <u>2,133.00</u>	\$ <u>200.00</u>
6.	1407 HUGH STREET	HOUSE	\$ <u>2,330.00</u>	\$ <u>200.00</u>
7.	322 KILLEA	GARAGE	\$ <u>590.00</u>	\$ <u>100.00</u>
8.	3314 S. LAFAYETTE ST	HOUSE & GARAGE	\$ <u>1,600.00</u>	\$ <u>200.00</u>
9.	523 E. LEITH STREET	HOUSE	\$ <u>2,789.00</u>	\$ <u>200.00</u>
10.	2016 SEDDLEMEYER AVE	HOUSE & ACCESSORY BLDG.	\$ <u>1,789.00</u>	\$ <u>200.00</u>
11.	720 SUPERIOR STREET	HOUSE	\$ <u>1,955.00</u>	\$ <u>100.00</u>
TOTALS			\$ <u>23,484.00</u>	\$ <u>2,000.00</u>

## SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$ 25,484.00. (if unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

---

---

☐ Liquidated Damages Provision This clause will be applicable to this contract if the box contains a checkmark or an "X", or if required in specifications.

### LIQUIDATED DAMAGES IN TIME OF PERFORMANCE

Actual damages for delays in completion are impossible to determine. Accordingly and as part of the consideration to enter into this transaction, the contractor agrees to be liable for also to pay to the City of Fort Wayne the sum of \$            a day as liquidated damages for each calendar day of delay past the stipulated date of completion as shown on the Request for Quotation, Contract or Purchase Order; Whichever may apply. This payment shall not limit the City's right to collect other damages.

Any claim for an extension of the date of completion shall be based on a written notice/request delivered to the owner within 5 days of the occurrence of the event giving rise/to the claim.

Time of completion may only be altered by written approval from the owner.

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- | NAME OF FIRM           | ADDRESS        | TYPE OF WORK |
|------------------------|----------------|--------------|
| 1. Oxline Trucking Co. | Fort Wayne, IN | Trucking     |
| 2.                     |                |              |
| 3.                     |                |              |

- |    | NAME OF FIRM | ADDRESS | TYPE OF WORK |
|----|--------------|---------|--------------|
| 1. |              |         |              |
| 2. |              |         |              |
| 3. |              |         |              |

OVER



THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females, so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: We will try to increase our use of minority  
and Women businesses when needed.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

We will use Oxendine Trucking, a MBE, when needed.  
& we will use Bonsold Trucking, a WBE, when needed.

(Attach additional sheets, if necessary.)

CONTRACTOR: Richard Ness Excav. & Trkng. Co., Inc.

By: Richard Ness

Its: President

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Richard Ness Excav. & Trkg. Co., Inc  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Richard Ness Excav. &  
Trkg. Co., Inc., that Richard Ness, President  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 6th day of October, 19 88.

Richard Ness Excav. & Trkg. Co., Inc.  
(Name of Bidder/Vendor)

Richard Ness  
(Name and Title of Person Signing)  
President

# AFFIRMATIVE ACTION PROGRAM

Name of Company Richard Ness Excav. & Trkg. Co., Inc.

Address #1 Hitzfield St. City Huntington, IN

Zip 46750 Phone 674-3336

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Richard Ness

President

PLEASE PRINT

Title

Date October 6, 1988

Signature

1. Does your firm have a written Affirmative Action Program? Yes XX No
- A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
- B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? XX Yes        No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforces with particular emphasis to categories where few, if any, minority people are employed? X Yes        No
3. Current number of employees 14  
 Number of employees as of October 1987 14 January 1988 12 April 1988 12  
 and July 1988 13

## 4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
Owner- President	\$300/week	1
Vice-President	\$200/week	1
Operators	\$8.00/hr.	3
Truck Drivers	\$7.00/hr.	3
Office Workers	\$180/week	2
Laborers	\$6.00/hr.	4

## EMPLOYEES BY RACE/ETHNICITY/SEX

W		BLK		H		OTHER		(DESIGNATE)
M	F	M	F	M	F	M	F	
1								
	1							
3								
3								
1	1							
4								

Handicapped:        Yes X No

List Number 14

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan Native API - Asian or Pacific Islanders F - Females

OVER



Richard Nesh Excav. &amp; Trkg. Co., Inc.

#1 Ditzfield St.

Huntington, IN 46750 672-3336

Address And Telephone Number

Richard Ness  
(Information Given By)

Keith Steele Oct. 6, 1988  
(Person Fills Out This Form And Date)

[illegible]

## CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

## CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: October 6, 1988

Richard Ness Excav. & Trng. Co., Inc.

Name of Bidder

By: Richard Ness

Title: President

Official Address: (including zip code)

#1 Hitzfield St.

Huntington, IN 46750

Bid Bond

Approved by The American Institute of Architects  
A.I.A. Document No. A-310 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we RICHARD NESS EXCAVATING & TRUCKING, INC.

as Principal, hereinafter called the Principal, and TRANSAMERICA INSURANCE COMPANY, a corporation duly organized under the laws of the State of California, as Surety, hereinafter called the Surety, are held firmly bound unto

City of Fort Wayne

as Obligee, hereinafter called the Obligee, in the sum of

Five Per Cent (5%) of Maximum Bid \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Demolition of Eleven Structures

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of October A.D. 19 88

YASTE, ZENT & RYE AGENCY, INC.

Carol J. Austin

RICHARD NESS EXCAVATING & TRUCKING, INC. (Seal)

BY: Richard Ness  
Principal  
Title

Transamerica Insurance Company  
BY: Herald A. Dabala  
Surety  
Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That TRANSAMERICA INSURANCE COMPANY, a corporation of the State of California, does hereby make, constitute and appoint --- Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, or Diane T. Green, each individually of Fort Wayne, Indiana---

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf on the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows: --- any and all bonds or undertakings UNLIMITED in amount, in any single instance, for or on behalf of this Company in its business, and in accordance with its charter,---

and to bind TRANSAMERICA INSURANCE COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect.

ARTICLE VII

SECTION 30. All policies, bonds, undertakings, certificates of insurance, cover notes, recognizances, contracts of indemnity, endorsements, stipulations, waivers, consents of sureties, re-insurance acceptances or agreements, surety and co-surety obligations and agreements, underwriting undertakings, and all other instruments pertaining to the insurance business of the Corporation, shall be validly executed when signed on behalf of the Corporation by the President, any Vice President or by any other officer, employee, agent or Attorney-in-Fact authorized to so sign by (i) the Board of Directors, (ii) the President, (iii) and Vice President, or (iv) any other person empowered by the Board of Directors, the President or any Vice President to give such authorization; provided that all policies of insurance shall also bear the signature of a Secretary, which may be a facsimile, and unless manually signed by the President or a Vice President, a facsimile signature of the President. A facsimile signature of a former officer shall be of the same validity as that of an existing officer.

The affixing of the corporate seal shall not be necessary to the valid execution of any instrument, but any person authorized to execute or attest such instrument may affix the Corporation's seal thereto.

This Power of Attorney is signed and sealed by a facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of October 1963.

"Resolved, That the signature of any officer authorized by the By-laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, TRANSAMERICA INSURANCE COMPANY has caused these presents to be signed by its proper officer and its corporate seal to hereunto affixed this 21st day of July, 19 87

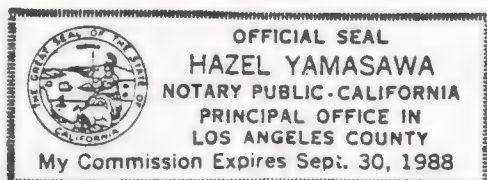


By

*J.H. Tanner*  
J.H. Tanner, Vice President

State of California )  
County of )

On this 21st day of July, 19 87, before me Hazel Yamasawa, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared J.H. Tanner personally known to me (or proved to me on the basis of satisfactory evidence) to be a Vice President of TRANSAMERICA INSURANCE COMPANY the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



*Hazel Yamasawa*

Hazel Yamasawa, Notary Public  
in and for the County of Los Angeles, California

I, W.G. Freeman, Assistant Vice President of Transamerica Insurance Company, do hereby certify that the Power of Attorney herein before set forth is a true and exact copy and is still in force, and further certify that Section 30 of Article VII of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 6th day of October, 1988.



*W.G. Freeman*

W.G. Freeman, Assistant Vice President



Read the first time in full and on motion by Schmidt, seconded by Salinas, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, 19\_\_\_\_, the \_\_\_\_\_, day of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 10-25-88

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt, seconded by Salinas, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 11-22-88

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 1-168-88

on the 22nd day of November, 1988,

Sandra E. Kennedy ATTEST  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Thomas E. Henry  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of November, 1988, at the hour of 10:00 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of November, 1988, at the hour of 9:30 o'clock A. M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



DIGEST SHEET

TITLE OF ORDINANCE: Special

*J-88-10-19*

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 1344 with respect to the demolition and lot restoration of seven (7) houses/garages for the Safe Housing & Building Standards Department. The costs reflect the lowest and most responsible vendors.

EFFECT OF PASSAGE: City neighborhoods will benefit as a number of unsafe and unsightly structures will be eliminated.

EFFECT OF NON-PASSAGE: There will be a continuation of unsafe and unsightly structures blighting the neighborhoods in and around Fort Wayne.

MONIES INVOLVED:	Richard Ness	\$7067.00
	Ron Lunz	\$4365.00
	Jackson Wrecking	\$3395.00

SOURCE OF FUNDING:	Safe Housing & Building Standards
	Fund Line: 173-008-UBF3-4415
	174-008-UBF4-4415

BILL NO. S-88-10-19

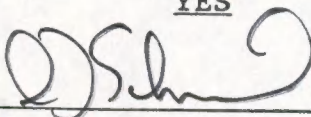

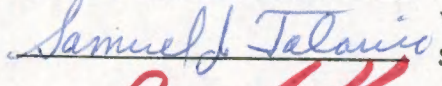
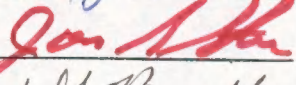
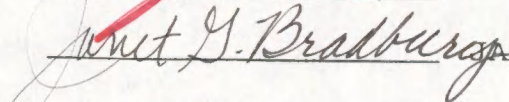
REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the  
awarding of Reference #1344 by the City of Fort Wayne,  
Indiana, by and through its Department of Purchasing and  
Richard Ness Excavating & Trkg. Co., Inc., Ron Lunz Excavating  
Inc., and Jackson Wrecking Co. for the Safe Housing &  
Building Standards Department


HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (RESOLUTION) \_\_\_\_\_

YES

NO

 DONALD J. SCHMIDT  
CHAIRMAN  
 CHARLES B. REDD  
VICE CHAIRMAN  
 SAMUEL J. TALARICO  
 JAMES S. STIER  
 JANET G. BRADBURY

CONCURRED IN 11-22-88

  
Sandra E. Kennedy  
City Clerk